

RESOLUTION NO. 2007-85

AUTHORIZING THE GENERAL MANAGER/SECRETARY-TREASURER TO ENTER INTO AN INTERAGENCY AGREEMENT WITH THE CITY OF CLEVELAND FOR DESIGN IMPROVEMENTS TO THE E. 116th STREET RAPID TRANSIT STATION AND BRIDGE

WHEREAS, the Greater Cleveland Regional Transit Authority operates a Rapid Transit Station serving the Light Rail Blue and Green lines at E.116th and Shaker Blvd; and

WHEREAS, the Greater Cleveland Regional Transit Authority's E.116th Rapid Transit Station is an ADA Key Station and must be rehabilitated to meet the Americans with Disabilities Act (ADA) requirements; and

WHEREAS, the Greater Cleveland Regional Transit Authority owns and maintains the E. 116th Street Bridge, which was built in 1915 and reconstructed in 1996; and

WHEREAS, the City of Cleveland, Shaker Square Redevelopment Corporation and Buckeye Development Corporation worked jointly on the "Uptown Cleveland Plan", which studied making various street and intersection improvements to E. 116th Street, including the widening of the E. 116th Street Bridge; and

WHEREAS, the City of Cleveland has legislation and appropriated funds for design improvements to the roadway and bridge at E. 116th Street and Shaker Blvd. as required for the "Uptown Cleveland Plan"; and

WHEREAS, the Greater Cleveland Regional Transit Authority and the City of Cleveland believe the coordination of the design of the station, intersection, and bridge widening projects will be more cost-effective and more efficiently designed and managed as one project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the Board of Trustees of the Greater Cleveland Regional Transit Authority hereby authorizes the coordination of the design efforts on this project, with the Greater Cleveland Regional Transit Authority as the contracting agent for the design efforts.

Section 2. That the General Manager/Secretary-Treasurer is authorized to enter into an Interagency Agreement substantially in the form of the Agreement attached hereto as Exhibit "A".

Section 3. That the Greater Cleveland Regional Transit Authority funding shall be limited to the design of the Rapid Transit Station. The City of Cleveland shall pay for the cost of the design of the intersection, roadway improvements, and bridge widening.

Section 4. That the Greater Cleveland Regional Transit Authority will assure that the project complies with all applicable statutes, laws, procedures and regulations.

Section 5. That this resolution shall become effective immediately upon its adoption.

Attachment: Exhibit A - Interagency Agreement.

Adopted: June 19, 2007



President

Attest: 

CEO, General Manager/Secretary-Treasurer

**Interagency Agreement
for
E. 116th Street Bridge Design**

This Agreement is entered into this ___ day of _____, 2006, by and between the CITY OF CLEVELAND ("City"), a municipal corporation established under Ohio law, with its mailing address at 601 Lakeside Avenue, Cleveland, Ohio, 44114, through its Director of Public Service, under Ordinance 980-06, passed August 9, 2006 by the City of Cleveland Council, and the GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY ("GCRTA"), a political subdivision of the State of Ohio, located at 1240 West 6th Street, Cleveland, Ohio 44113-1331.

Whereas, as the result of a comprehensive strategic planning process the need for the reconstruction of the East 116th Street Rapid Station has been identified; and

Whereas, as part of the East 116th Street Rapid Station Reconstruction, East 116th Street from MLK Drive to Shaker Boulevard needs to be widened; and

Whereas as part of the East 116th Street Rapid Station Reconstruction the Stokes/MLK/Fairhill intersection, the MLK/ East 110th Street intersection and the MLK/ East 116th Street intersection need to be reconfigured; and

Whereas, the GCRTA and the City desire coordinate design efforts by sharing in A/E services and expenses for the East 116th Street Station Reconstruction design; the widening of East 116th Street from MLK Drive to Shaker Boulevard; and the reconfiguration of the Stokes/MLK/Fairhill intersection, the MLK/ East 110th Street intersection and the MLK/ East 116th Street intersection.

Now therefore, in consideration of the foregoing, and of the premises and mutual covenants, promises and representations contained herein, the GCRTA will to the extent approved by it Board of Trustees, and the City agree as follows:

I. General Procurement. The GCRTA shall prepare, advertise, administer and award a combined Request for Proposals for A/E services that will cover the East 116th Street Station Reconstruction design; the widening of East 116th Street from MLK Drive to Shaker Boulevard; and the reconfiguration of the Stokes/MLK/Fairhill intersection, the MLK/ East 110th Street

intersection and the MLK/ East 116th Street intersection. All procurement actions by GCRTA for or on behalf of the City and/or the GCRTA shall be governed by applicable federal, state and local laws, regulations. The A/E procurement shall be a Brooks Act type procurement. The City shall have at least one voting member on the evaluation team.

II. Financial

- A. **Accounting.** Any contract award shall not exceed the design budget of the City as provided to the GCRTA. In the procurement process, the A/E proposers shall report their costs by project component clearly separating the cost of the station from the cost of the bridge and related improvements. All invoicing will be through the GCRTA with the A/E providing separate billing for the bridge and station elements. The City and GCRTA shall each be responsible for the cost of the design of its own project components.
- B. **Payment.** City shall pay its invoices upon submittal from the GCRTA.

III. Project Administration

- A. **Project Management.** Overall project design will be managed by GCRTA. City will assign a project manager to the project who will assist with and coordinate City work. GCRTA shall secure approval from the City on all design issues that arise during the course of drafting the plans and specifications related to the roadway and bridge within the public right of way.

IV. Administrative Functions

A. Plans and Documents. City shall study A/E plans to confirm the location of City facilities and advise GCRTA of any probable conflicting facilities and/or any design issues. After conflicting facilities and/or any design issues are identified, GCRTA and City shall consult and confer as necessary such that resolution of such conflicts may be incorporated into the final design drawings and specifications.

V. Compliance with law. GCRTA and City each agrees to comply fully with all applicable federal, state and local laws, regulations, executive orders and other legal requirements, as the same may be amended from time to time.

VI. Audits & Inspections. City agrees to submit to GCRTA and/or the FTA such data reports, records, contracts, financial records and other documents as may be required from time to time by one or both, to verify compliance with the terms of this agreement or any applicable law or legal directive and to permit the audit or inspection of any record or document upon reasonable notice by the GCRTA or FTA for such purpose.

VII. Assignment. Neither this Agreement nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

VIII. Termination. This agreement may be terminated by either party upon the giving of 90 days notice to the other party. The rights of the parties hereto upon termination exercised pursuant this section shall be governed by the Federal Acquisition Regulations.

IX. Entire Agreement. This Agreement constitutes the entire agreement between the parties and any changes or modifications hereto shall be made and agreed to in writing. This agreement is for design only. The parties anticipate a separate agreement for construction.

XI. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections in this Agreement.

X. Severability . If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holdings shall not affect the validity or enforcement of the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

XI. Notices. All notices required to be given or made hereunder shall be given or made in writing by facsimile transmission, hand delivery, or ordinary United States Mail, return receipt requested, to the address of each party set forth above.

XII. Law of Ohio. Except as otherwise provided herein, this Agreement shall be construed in accordance with the laws of the State of Ohio.

XIII. Insurances.

The following **minimum** limits of insurance will be maintained by any contractors or subcontractors retained by CITY or GCRTA to perform work that is part of or related to any CITY work in the project area.

Prior to commencement of any work and until completion of its work under a contract, each contractor or subcontractor shall maintain the following insurance coverage, at its cost, from insurers acceptable to the contracting party, giving evidence of such coverage to the contracting party prior to commencing work at the project site:

- a. Commercial General Liability Insurance in the amount of \$5 million combined single limit each occurrence for bodily injury and/or property damage with a \$5 million per project annual aggregate. Said policy shall also include:
 - Premises / Operations coverage
 - Personal Injury coverage
 - Liability for independent contractors
 - Products / Completed Operations liability insurance: This insurance must be maintained for a period of not less than 5 years from the completion of the work.
 - Contractual liability coverage insuring the "hold harmless" provision set forth in this Agreement.
 - Liability for explosion, collapse and underground property damage.
- Said policy shall be written on an "occurrence" basis.

- GCRTA will accept any combination of primary CGL and Excess or Umbrella policies to meet the minimum coverage requirements above.
- b. Automobile Liability Insurance in the amount of \$2 million combined single limit each accident for bodily injury and/or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with the work.
- c. Statutory Workers' Compensation coverage in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor under the terms of this contract and under the control of the Contractor or subcontractor. Employers' Liability coverage in the amount of \$1 million per accident / \$1 million per employee for disease will also be included, either under the Workers' Compensation policy or under the Commercial General Liability policy (Stop Gap) referenced under a. above. In Ohio: a copy of a certificate of premium payment from the Industrial Commission and Bureau of Workers' Compensation, or a copy of the Certificate of Employer's Right to Pay Compensation Directly.
- d. Contractors Equipment Coverage must be provided on an "All Risk" basis, covering physical damage to all tools and equipment, including automotive equipment, used by the contractor.
- e. Where exposures involve asbestos abatement work, Asbestos Liability Insurance in the amount of \$2 million per occurrence; Bodily Injury and Property Damage, \$2 million general aggregate; and \$2 million completed operations. As this insurance is written on a Claims-made basis, the policy shall either continue to be in force or that an extended notification period be provided allowing for claims to be submitted for a minimum of 5 years following completion of the contract.
- f. Where work involves environmental impairment exposures (to be determined by CITY & GCRTA) Environmental Impairment Liability Insurance in the amount of \$1 million each loss; \$2 million annual aggregate. As this insurance is written on a Claims-made basis, the policy shall either continue to be in force or that an extended notification period be provided allowing for claims to be submitted for a minimum of 5 years following completion of the contract.
- g. Where any work will be performed within 50 feet of GCRTA or other railroad tracks, Railroad Protective Liability Insurance naming GCRTA as insured in the amount of \$2 million per occurrence and \$6 million in the aggregate to cover bodily injury and/or property damage liability as well as physical damage to property.
- h. Professional liability insurance in the amount of not less than \$1,000,000 for any one incident. The A/E shall also carry full insurance coverage on drawings, specifications and other valuable information against loss and fire, damage, theft, etc. while the documents are on their premises or the worksite.

- i. General Requirements: The contractor shall not commence work herein until it has obtained the required insurance and has received written approval of such insurance by the contracting party. It shall furnish evidence of such insurance in the form of a certificate (Acord or similar form).

The certificate shall provide the following:

- In the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until 30 days after the contracting parties have received written notice of such change or cancellation from the insurance company. Such notice shall be mailed by certified mail, return receipt requested, to either CITY or GCRTA's Director of Procurement, depending on the identity of the contracting party.
 - Name CITY and GCRTA as an additional insured for coverages required under a., b., e., f. and h. above, for claims arising out of operations in conjunction with the contract.
 - Contain a waiver of subrogation in favor of CITY and GCRTA.
 - Specific reference to the subject contract.
 - Specific reference to all deductibles & Self-Insured Retentions (SIR).
 - Shall be primary and non-contributing to any insurance possessed or procured by CITY and GCRTA and any self-insurance program maintained by either.
 - An insurance company having less than an A- X rating by The A. M. Best Company will not be considered acceptable to the GCRTA. All certificates are subject to acceptance by CITY and GCRTA. CITY and GCRTA shall be entitled to receive a full copy of the insurance policy(ies) upon request and reserves the right to review financial statements and approve any deductibles or self-insured retention (SIR). Any deductible or SIR is for the account of the Contractor.
- j. Approval of the insurance by CITY or GCRTA shall not relieve or decrease the liability of the Contractor, CITY or GCRTA hereunder. It is to be understood that GCRTA and CITY do not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect the Contractor's interests or liabilities.
- k. In the event any Contractor neglects, refuses or fails to provide the insurance required under the Contract documents, or if such insurance is canceled for any reason, the GCRTA or CITY shall have the right but not the duty to procure the same, and the cost thereof shall be deducted from moneys then due or thereafter to become due to Contractor.

XIV. Indemnification. With respect to work performed by the A/E, its contractors or agents, it shall indemnify, keep and save harmless the City and the GCRTA and their respective officers; agents and employees against all suits or claims that may be based upon any death or injury to persons or property that arise from, from the breach of this Agreement, or as a result of the negligence of the its contractors, and the A/E shall at his/her own expense defend GCRTA and City in all litigation, pay all reasonable attorneys' fees, damages of any type, and all costs and other expenses arising out of the litigation or claim or incurred in connection therewith; and shall, at its, satisfy and cause to be discharged such judgments as may be obtained against the GCRTA, or any of its officers, agents or employees resulting from the same. The obligations of this duty to indemnify are separate from and not dependent upon the coverage or lack thereof provided by any policy of insurance required by this or any other agreement.

XV. Term of agreement. This agreement shall expire on _____ unless renewed or terminated early in accordance with the terms stated herein.

IN WITNESS WHEREOF, the parties have executed this Interagency Agreement at Cleveland, Ohio this _____ day of _____, 2006

City of Cleveland

By: _____
Jomarie Wasik
Director of Public Service

Greater Cleveland Regional Transit Authority

By: _____
Joseph A. Calabrese, CEO
General Manager/Secretary-Treasurer

The legal form and correctness of the
within instrument are hereby approved.

Sheryl King Benford, General Counsel
Deputy General Manager for Legal Affairs

The legal form and correctness of this
Instrument is approved.

Robert J. Triozzi
Director of Law

By: _____



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: AUTHORIZING THE GENERAL MANAGER/SECRETARY-TREASURER TO ENTER INTO AN INTERAGENCY AGREEMENT WITH THE CITY OF CLEVELAND FOR DESIGN IMPROVEMENTS TO THE E. 116 TH STREET RAPID TRANSIT STATION AND BRIDGE	Resolution No.: 2007-85
	Date: June 14, 2007
	Initiator: Programming & Planning
ACTION REQUEST: <input type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

1.0 **PURPOSE/SCOPE:** This resolution authorizes the General Manager/Secretary-Treasurer to execute an Interagency Agreement with the City of Cleveland to allow joint design of the E. 116th Rapid Transit Station and E. 116th Bridge and associated street/intersection improvements.

2.0 **DESCRIPTION/JUSTIFICATION:** RTA has budgeted and planned to design a new light rail station at E. 116th serving the Blue and Green lines. This station is an ADA Key Station. GCRTA's Voluntary Compliance Agreement calls for it to meet the American for Disabilities Act requirements in July, 2012.

The City of Cleveland completed a feasibility study that included the widening of E. 116th Street Bridge from Shaker Blvd. to MLK Blvd. This project will require the widening of the E. 116th Street Bridge to accommodate a double-left turn lane movement and related intersection improvements to MLK at E. 110th and MLK at Fairhill. The E. 116th Street Bridge is owned and maintained by GCRTA. The station stairway is presently supported by the existing bridge. Any widening of the bridge affects the existence of the station. A potential widening would necessitate that the station be moved.

Because of the structural relationship between the projects, it is much more efficient to design the station/bridge and related improvements together with the same design team. GCRTA will lead the project and be the contracting agent. The City of Cleveland will manage the intersection improvements and pay for those design efforts. GCRTA will assign its station architect and bridge engineer to work with the City Engineer on the project.

3.0 **JUSTIFICATION:** GCRTA must redesign its E. 116th Rapid Transit Station to meet ADA requirements. Given the development in the area, the "Uptown Cleveland Plan", and the City's commitment to this project, this is the best option for design. A single design team and coordination of the effort by GCRTA and the City staff will yield a better design for all at a more economic fee than either entity would contract for separately.

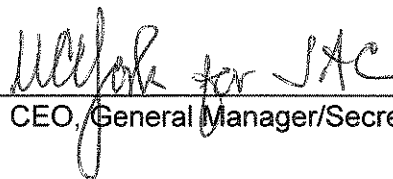
4.0 **PROCUREMENT BACKGROUND:** Does Not Apply.

5.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** Does Not Apply.

6.0 **POLICY IMPACT:** The project is included in the Capital Improvement Plan and is consistent with the GCRTA's Voluntary Compliance Agreement with FTA.

- 7.0 ECONOMIC IMPACT: GCRTA's portion of the design shall be payable from the GCRTA Development Fund, Programming & Planning Department budget when the contract is awarded later this year.
- 8.0 ALTERNATIVES: If this resolution was not approved, GCRTA would not be able enter into this Interagency Agreement with the City of Cleveland. The projects would proceed independently of each other creating coordination, design, staging and other conflicts. It would also cost each entity more to complete the design independently.
- 9.0 RECOMMENDATION: The Planning and Development Committee of the Board of Trustees reviewed this action at their June 5, 2007 meeting and recommended approval by the Board of Trustees. It is recommended that this agreement be accepted and the resolution passed authorizing the General Manager/Secretary-Treasurer to enter into the agreement with the City of Cleveland.
- 10.0 ATTACHMENTS: None.

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.

for SAC

CEO, General Manager/Secretary-Treasurer